

NEW APPLICATION

ORIGINAL



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AZ CORP COMMISSION
DOCKET CONTROL

July 20, 2012

Docket Control
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007

T-01051B-12-0331

Re: In the Matter of Adoption of the ICC Bill and Keep Amendment to the
Interconnection Agreement between Qwest Corporation dba CenturyLink QC
and Flat West Wireless, LLC dba Cleartalk for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and Flat West Wireless, LLC dba Cleartalk ("CLEC"). CenturyLink files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by adding terms, conditions and rates as set forth in Attachment 1 into the Interconnection Agreement. The Agreement was approved by the Commission on February 16, 2010, by operation of law in Docket No. T-01051B-09-0534.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Norman G. Curtright

NGC/bardm

Enclosure

Arizona Corporation Commission
DOCKETED

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Docket Control, Arizona Corporation Commission

July 20, 2012

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cc: Paul Rauscher
Technical Services Engineer
Flat Wireless, LLC dba Cleartalk
5225 S Loop 289, Suite 128
Lubbock, TX 79424

**ICC Bill and Keep Amendment
to the Interconnection Agreement
between
Qwest Corporation dba CenturyLink QC
and
Flat West Wireless, LLC dba Cleartalk
for the State of Arizona**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Flat West Wireless, LLC dba Cleartalk ("WSP"), a Texas corporation (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Arizona, that was approved by the Commission; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of traffic between WSP providers and LECs effective 12/29/2011 ("FCC Order" or "Order"); and

WHEREAS, WSP has requested to amend the Agreement based on the Commission FCC Order; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC order with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions, and rates as set forth in Attachment 1 attached hereto and incorporated herein by this reference and eliminates Exhibit J, if applicable.

By signature on this Amendment, WSP has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned Order.

Effective Date

On April 24, 2012, WSP requested to negotiate changes to its Agreement due to changes in law affecting reciprocal compensation. The Parties agree to implement the provisions of this Amendment effective July 1, 2012.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

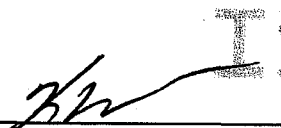
Entire Agreement

Other than the publicly filed Agreement and its Amendments, CenturyLink and WSP have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Flat West Wireless, LLC dba Cleartalk

Qwest Corporation dba CenturyLink QC



Signature

Kevin Beierschmitt
Name Printed/Typed

President/CEO
Title

7/03/2012
Date



Signature

L. T. Christensen
Name Printed/Typed

Director - Wholesale Contracts
Title

7/11/12
Date

Attachment 1

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the exchange of Non-Access Telecommunications Traffic, as defined in the Order, between the Parties.

1. General

- 1.1. Bill and Keep shall mean the originating Party has no obligation to pay terminating charges to the terminating Party.
- 1.2. Non-Access Telecommunications Traffic shall have the meaning set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by WSP's end user.
- 1.3. All other terms not otherwise defined in this Amendment are as defined in the ICA.

2. Intercarrier Compensation.

- 2.1. Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely when such traffic terminates to the End User Customers of one of the Parties. This compensation arrangement shall supersede any previous usage-based terminating charges for End Office Call Termination, Tandem Switched Transport, Tandem Transmission charges and/or FCC – ISP Rate Caps listed in Exhibit A of the ICA.
- 2.2. Notwithstanding anything in this Amendment or in the Agreement to the contrary, Bill and Keep shall not apply to the right of CenturyLink to be compensated for Transit Traffic that transits a CenturyLink Tandem. Such Transit Traffic shall be at the same rates that existed prior to this Amendment, and any adjustment to reciprocal compensation rate element(s) that are assessed by a Party for terminating Non-Access Telecommunications Traffic pursuant to the Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing a Transit Service.

3. WSP agrees that it will only route traffic from its own wireless End User Customers to CenturyLink for termination to CenturyLink End User Customers or as Transit Traffic destined for a third party. In the event WSP routes any traffic from third parties to CenturyLink in violation of this paragraph, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to intrastate access traffic.

4. Tandem Management.

- 4.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to WSP, and the third party is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to WSP as a result of paragraph 999 of the FCC Order, then WSP will either:

- 4.1.1. Establish direct interconnection with such third party; or
 - 4.1.2. Pay the Transit charges for such traffic.
- 4.2. Transit Service is provided by CenturyLink, as a local and Access Tandem Switch provider to the WSP to enable the completion of calls originated by or terminated to end users of another Telecommunications Carrier which is connected to CenturyLink's Switches.
- 4.3. The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree to enter into traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses.
- 5. Reservation of Rights. Notwithstanding anything in this Amendment or in the Agreement to the contrary, and notwithstanding the execution of this Amendment by the Parties, if the Bill and Keep compensation framework applicable to the exchange of wireless traffic by LECs and wireless carriers within the FCC Order is in any way stayed, clarified, or modified or subsequently determined by the FCC or a court of competent jurisdiction to be discriminatory, unfair, or otherwise improper, unlawful, unenforceable, without adequate legal support or inapplicable, the Parties shall true up charges as between the two of them to conform to the FCC or court order, and the party owing a balance to the other as a result of the true up shall pay such balance in full within 60 days of determination of the amount due. In the event that the FCC adopts other orders modifying or clarifying the intercarrier compensation rates for traffic exchanged between them, the Parties shall promptly reform the Agreement to comply with the new regime.